

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1995-05-10**  
SEC Accession No. **0000930661-95-000109**

([HTML Version](#) on [secdatabase.com](#))

### SUBJECT COMPANY

#### **GULF SOUTHWEST BANCORP INC**

CIK: **717411** | IRS No.: **760045946** | State of Incorporation: **TX** | Fiscal Year End: **1231**  
Type: **SC 13D** | Act: **34** | File No.: **005-34651** | Film No.: **95536149**  
SIC: **6022** State commercial banks

Mailing Address  
4200 WESTHEIMER  
SUITE 210  
HOUSTON TX 77027

Business Address  
4200 WESTHEIMER  
STE 210  
HOUSTON TX 77027  
7136220042

### FILED BY

#### **LANDER J W**

CIK: **943433** | IRS No.: **452308758**  
Type: **SC 13D**

Mailing Address  
4200 WESTHEIMER #210  
HOUSTON TX 77027

Business Address  
4200 WESTHEIMER #210  
HOUSTON TX 77027  
7136220042

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_\_\_) \*

-----  
GULF SOUTHWEST BANCORP, INC.

-----  
(Name of Issuer)

-----  
Common Stock, \$1.00 par value

-----  
(Title of Class of Securities)

-----  
None

-----  
(CUSIP Number)

-----  
J. W. Lander, Jr., 4200 Westheimer, Suite 210, Houston, Texas 77027

-----  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and  
Communications)

-----  
April 30, 1995

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box .

Check the following box if a fee is being paid with the statement . (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter

disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. None

Schedule 13D

Page 2 of 15 Pages

1. Name of reporting person  
S.S. or I.R.S. identification no. of above person:

John William Lander, Jr.  
(Social Security # ###-##-####)

2. Check the appropriate box if a member of a group

(a) X\*  
-----

(b) -----

3. SEC use only  
-----

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or place of organization: United States

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	390,784
beneficially owned by	8. Shared voting power	533,338
each reporting person	9. Sole dispositive power	390,784
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 924,122

12. Check box if the aggregate amount in Row 11 excludes certain shares [ ]

13. Percent of class represented by amount in Row 11 47.2%

14. Type of reporting person IN

\*By reason of formation of the voting trust described in Item 6 hereof (the "Voting Trust"), the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr.,

Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 3 of 15 Pages

---

1. Name of reporting person  
S.S. or I.R.S. identification no. of above person:

Vanco Trusts  
(Taxpayer ID # 75-6250786)

2. Check the appropriate box if a member of a group

(a)  X\*  
-----  
(b)   
-----

3. SEC use only
- 

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6. Citizenship or place of organization: Texas

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	453,995
each reporting person	9. Sole dispositive power	453,995
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 453,995

12. Check box if the aggregate amount in Row 11 excludes certain shares

13. Percent of class represented by amount in Row 11 23.2%

14. Type of reporting person 00

\*By reason of formation of the Voting Trust described in Item 6 hereof, the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W.

Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 4 of 15 Pages

---

1. Name of reporting person  
S.S. or I.R.S. identification no. of above person:

James W. Collins, Trustee of Vanco Trusts  
(Social Security # \_\_\_\_\_)

2. Check the appropriate box if a member of a group

(a)  X\*  
-----  
(b)   
-----

3. SEC use only  
-----

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6. Citizenship or place of organization: United States

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	453,995
each reporting person	9. Sole dispositive power	453,995
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 453,995

12. Check box if the aggregate amount in Row 11 excludes certain shares

13. Percent of class represented by amount in Row 11 23.2%

14. Type of reporting person IN

\*By reason of formation of the Voting Trust described in Item 6 hereof, the reporting person named above may be deemed to be a member of a "group" pursuant

to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 5 of 15 Pages

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1. Name of reporting person  
S.S. or I.R.S. identification no. of above person:

John William Lander, III  
(Social Security # ###-##-####)

2. Check the appropriate box if a member of a group

(a) X\*  
-----  
(b) -----

3. SEC use only

---

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or place of organization: United States

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	7,043
each reporting person	9. Sole dispositive power	7,043
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 7,043

12. Check box if the aggregate amount in Row 11 excludes certain shares [ ]

13. Percent of class represented by amount in Row 11 Less than 1%

14. Type of reporting person IN

\*By reason of formation of the voting trust described in Item 6 hereof (the

"Voting Trust"), the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 6 of 15 Pages

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1. Name of reporting person  
 S.S. or I.R.S. identification no. of above person:

Durward R. Anderson  
 (Social Security # ###-##-####)

2. Check the appropriate box if a member of a group

(a) X\*  
 -----  
 (b) -----

3. SEC use only

---

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or place of organization: United States

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	20,875
each reporting person	9. Sole dispositive power	20,875
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 20,875

12. Check box if the aggregate amount in Row 11 excludes certain shares [ ]

13. Percent of class represented by amount in Row 11 1.1%

14. Type of reporting person IN

\*By reason of formation of the Voting Trust described in Item 6 hereof, the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 7 of 15 Pages

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1. Name of reporting person  
 S.S. or I.R.S. identification no. of above person:

Ben Brollier  
 (Social Security # ###-##-####)

2. Check the appropriate box if a member of a group

(a) X\*  
 -----  
 (b) -----

3. SEC use only

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [\_]

6. Citizenship or place of organization: United States

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	2,118
each reporting person	9. Sole dispositive power	2,118
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 2,118

12. Check box if the aggregate amount in Row 11 excludes certain shares [\_]

13. Percent of class represented by amount in Row 11 Less than 1%

14. Type of reporting person IN



\*By reason of formation of the voting trust described in Item 6 hereof (the "Voting Trust"), the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

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1. Name of reporting person  
 S.S. or I.R.S. identification no. of above person:

Herbert Laufman  
 (Social Security # ###-##-####)

2. Check the appropriate box if a member of a group

(a) X\*  
 -----  
 (b) -----

3. SEC use only

---

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or place of organization: Texas

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	11,714
each reporting person	9. Sole dispositive power	11,714
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 11,714

12. Check box if the aggregate amount in Row 11 excludes certain shares [ ]

13. Percent of class represented by amount in Row 11 Less than 1%

14. Type of reporting person IN

\*By reason of formation of the Voting Trust described in Item 6 hereof, the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

CUSIP No. None Schedule 13D Page 9 of 15 Pages

---

1. Name of reporting person  
S.S. or I.R.S. identification no. of above person:

Laufman's, Inc.  
(Taxpayer ID # 74-1188530)

2. Check the appropriate box if a member of a group

(a) X\*  
-----  
(b) -----

3. SEC use only

---

4. Source of Funds: 00

5. Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or place of organization: Texas

<TABLE>

<S>	<C>	<C>
Number of shares	7. Sole voting power	0
beneficially owned by	8. Shared voting power	29,019
each reporting person	9. Sole dispositive power	29,019
with	10. Shared dispositive power	0

</TABLE>

11. Aggregate amount beneficially owned by each reporting person: 29,019

12. Check box if the aggregate amount in Row 11 excludes certain shares [ ]

13. Percent of class represented by amount in Row 11 1.5%

14. Type of reporting person CO

\*By reason of formation of the Voting Trust described in Item 6 hereof, the reporting person named above may be deemed to be a member of a "group" pursuant to Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Act"). This Schedule 13D is filed on behalf of J.W. Lander, Jr., Vanco Trusts, James W. Collins, trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Broliier, Herbert Laufman and Laufman's, Inc., the owners of the shares subject to the Voting Trust, pursuant to Rule 13d-1(f) under the Act. The filing of this joint statement shall not be construed as an admission by any reporting person that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of any securities covered by this statement, other than those disclosed on each reporting person's cover page.

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Item 1. Security and Issuer:

This statement relates to the Common Stock, \$1.00 par value, of Gulf Southwest Bancorp, Inc. (the "Issuer").

The address of the Issuer's principal executive offices is 4200 Westheimer, Suite 210, Houston, Texas 77027.

Item 2. Identity and Background.

See Annex 1 attached hereto and herein incorporated by reference.

Item 3. Source and Amount of Funds or Other Consideration.

On April 30, 1995, Texas Gulf Coast Bancorp, Inc., a Texas corporation ("Texas Gulf Coast"), was merged (the "Merger") into a wholly-owned subsidiary of the Issuer. As a result of the Merger, all of the issued and outstanding shares of the common stock (the "TGC Common Stock"), \$1.00 par value per share, of Texas Gulf Coast was converted into shares of the common stock of the Issuer.

Certain members (listed below) of the Voting Trust described in Item 6 below were holders of TGC Common Stock prior to the Merger. As a result of the conversion of the shares of TGC Common Stock held by such persons into shares of the common stock of the Issuer, such persons are required to prepare and file this statement. Set forth below is certain information regarding the members of the Voting Trust who were holders of the TGC Common Stock prior to the Merger:

(a) Prior to the Merger, J. W. Lander, Jr. owned 54,286 shares of TGC Common Stock. As a result of the Merger, such shares of TGC Common Stock were converted into 114,956 shares of the common stock of the Issuer. Pursuant to the terms of the Voting Trust, the newly issued shares of the common stock of the Issuer issued to Mr. Lander automatically became subject to the terms of the Voting Trust.

(b) Prior to the Merger, Vanco Trusts, of which Mr. Collins is trustee, owned 53,002 shares of TGC Common Stock. As a result of the Merger, such shares of TGC Common Stock were converted into 112,237 shares of the common stock of the Issuer. Pursuant to the terms of the Voting Trust, the newly issued shares

of the common stock of the Issuer issued to Vanco Trusts automatically became subject to the terms of the Voting Trust.

(c) Prior to the Merger, J.W. Lander, III owned 128 shares of TGC Common Stock. As a result of the Merger, such shares of TGC Common Stock were converted into 271 shares of the common stock of the Issuer. Pursuant to the terms of the Voting Trust, the newly issued shares of the common stock of the Issuer issued to Mr. Lander automatically became subject to the terms of the Voting Trust.

Item 4. Purpose of the Transaction.

The additional securities of the Issuer were acquired pursuant to the Merger described in Item 3. Except as noted below, the reporting group does not have any plans or proposals relating to or which would result in:

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-----

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure, including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act;  
or
- (j) Any action similar to any of those enumerated above.

From time to time the Issuer may acquire other banks, bank holding companies or other entities whose business is so closely related to the business of banking as to be permissible under applicable law. The Issuer is currently in preliminary discussions with one such entity (the "Acquisition Target"); however, no agreement has been reached and the proposed transaction may not be consummated. None of the persons filing this statement own any direct or indirect interest in the Acquisition Target.

Pursuant to the terms of the Merger described in Item 3 above, the Issuer has agreed to elect A. Harrel Blackshear to the Board of Directors of the Issuer upon consummation of the Merger. It is expected that this election will take place at the May 16, 1995 meeting of the Issuer's Board of Directors. Prior to the Merger, Mr. Blackshear was the Vice President and Secretary of Texas Gulf Coast, was the President and a director of Texas City Bank and was a member of the Board of Directors of Texas Gulf Coast. Mr. Blackshear is not and is not expected to become a member of the Voting Trust.

Item 5. Interest in Securities of the Issuer.

(a) Aggregate number and percentage beneficially owned:

<TABLE>

<S>	<C>	<C>
J.W. Lander, Jr.:	924,122	47.2%
Vanco Trusts:	453,995	23.2%
James Collins:	453,995	23.2%
J.W. Lander, III	7,043	Less than 1%
Durward R. Anderson	20,875	1.1%
Ben Brollier	2,118	Less than 1%
Herbert Laufman	11,714	Less than 1%
Laufman's, Inc.	29,019	1.5%

</TABLE>

None of the above-referenced persons possess any right, option or warrant to acquire any securities of the Issuer in the future.

(b) Number of shares as to which the reporting person has:

<TABLE>

<S>	<C>	<C>
(i)	sole power to vote or to direct the vote	*
(ii)	shared power to vote or to direct the vote	*
(iii)	sole power to dispose or to direct the disposition	*
(iv)	shared power to dispose or to direct the disposition	*

</TABLE>

\* Please refer to each reporting person's cover page (pages 2-9), numbers 7-10, for the number of shares of which each such person has sole power to vote or to

direct the vote, shared power to vote or to direct the vote, sole power to dispose or direct the disposition, or shared power to dispose or direct the disposition.

(c) Transactions effected during the past 60 days: Other than the  
-----  
conversion of shares of TGC Common Stock into shares of the common stock of the Issuer pursuant to the Merger described in Item 3, the reporting persons have not engaged in any transactions in the Issuer's securities during the past 60 days.

(d) Interests of other persons: The members of the Voting Trust are  
-----  
entitled to receive all dividends (other than dividends payable in shares of the common stock of the Issuer, which dividends will be held subject to the Voting Trust) from and the proceeds from the sale of the shares of common stock of the Issuer beneficially owned by the Voting Trust.

(e) Not applicable.

Page 13 of 15 Pages  
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Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Mr. J.W. Lander, Jr. has been named as voting trustee of a voting trust (the "Voting Trust"), dated as of January 16, 1991, between Mr. J.W. Lander, Jr., Vanco Trusts, of which Mr. Collins is trustee, Mr. J.W. Lander, III, Mr. Durward R. Anderson, Mr. Ben A. Brollier, Mr. Herbert J. Laufman, and Laufman's, Inc. Pursuant to the Voting Trust, Mr. J.W. Lander, Jr. has the right to vote the 924,122 shares of the common stock of the Issuer owned by the members of the Voting Trust, except that he may not vote in favor of or execute any consent with respect to: (a) increases in capital stock; (b) sales or mortgages of substantially all of the assets of the Issuer; (c) dissolution of the Issuer; (d) charter amendments; (e) consolidation or merger; or (f) partial liquidation, except with the written consent of the holders of sixty-six and two-thirds percent (66-2/3%) or more of the outstanding shares subject to the Voting Trust. The members of the Voting Trust are entitled to receive all dividends (other than dividends payable in shares of the common stock of the Issuer, which dividends will be held subject to the Voting Trust) from and the proceeds from the sale of the shares of common stock of the Issuer beneficially owned by the Voting Trust.

Item 7. Material to be Filed as Exhibits.

Exhibit "A" - Written Agreement relating to the filing of joint acquisition  
-----  
statements, as required by Rule 13d-1(f).

Exhibit "B" - Voting Trust Agreement dated January 16, 1991.  
-----

Page 14 of 15 Pages

-----  
SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ John William Lander, Jr.  
-----

John William Lander, Jr.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

VANCO TRUSTS

By: /s/ James W. Collins  
-----

James W. Collins, Trustee

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ James W. Collins  
-----

James W. Collins

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ J.W. Lander, III  
-----

J. W. Lander, III

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ Durward R. Anderson  
-----

Durward R. Anderson

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ Ben Brollier  
-----

Ben Brollier

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

May 9, 1995

/s/ Herbert Laufman  
-----

Herbert Laufman

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

LAUFMAN'S, INC.

May 9, 1995

By:/s/ Herbert Laufman  
-----

Herbert Laufman, President

DA951080402  
0509951as1  
378:6114-2



ANNEX 1

-----

<TABLE>

<S> <C>

<C>

A. Name: John W. Lander, Jr.

-----

Residence or

-----

Business Address: 4200 Westheimer, Suite 210  
Houston, Texas 77027

-----

Principal occupation

-----

or employment: Chairman of the Board  
Gulf Southwest Bancorp, Inc.  
4200 Westheimer, Suite 210  
Houston, Texas 77027

-----

Conviction in

-----

criminal proceedings: During the last five years, Mr. Lander has not been  
convicted in a criminal proceeding (excluding traffic  
violations or similar misdemeanors).

-----

Civil proceedings:

-----

During the last five years, Mr. Lander has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship:

-----

United States

B. Name: Vanco Trusts

-----

State of Organization: Texas

-----

Residence or

-----

Business Address: Post Office Box 1060  
McAllen, Texas 78501

-----

Principal Business:

-----

Trust formed for the benefit of Jennifer Loring Collins, James W. Collins, Jr., Courtney Cook Collins,

</TABLE>

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<TABLE>

<S> <C>

<C>

Conviction in

-----

criminal proceedings:

-----

During the last five years, Vanco Trusts has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Civil proceedings:

-----

During the last five years, Vanco Trusts has not been a party to a civil proceeding of a judicial or administrative body as a result of which it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

C. Name:

----

James W. Collins

Residence or

-----

Business Address:

-----

1707 Westway  
McAllen, Texas 78501

Principal occupation

-----

or employment:

-----

President  
Mayfair Minerals, Inc.  
Post Office Box 940  
McAllen, Texas 78505-0940

Conviction in

-----

criminal proceedings:

-----

During the last five years, Mr. Collins has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Civil proceedings:

-----

During the last five years, Mr. Collins has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship: United States  
-----

</TABLE>

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<TABLE>

<S> <C>

<C>

D. Name: J.W. Lander, III  
-----

Residence or  
-----

Business Address: 4200 Westheimer, Suite 210  
-----  
Houston, Texas 77027

Principal occupation  
-----

or employment: President  
-----  
Gulf Southwest Bancorp, Inc.  
4200 Westheimer, Suite 210  
Houston, Texas 77027

Conviction in  
-----

criminal proceedings: During the last five years, Mr. Lander has not been  
----- convicted in a criminal proceeding (excluding traffic  
violations or similar misdemeanors).

Civil proceedings:  
-----

During the last five years, Mr. Lander has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship: United States  
-----

E. Name: Durward R. Anderson  
-----

Residence or  
-----

Business Address: 1776 Yorktown, Suite 200  
-----  
Houston, Texas 77056-4114

Principal occupation  
-----

or employment: Insurance Agent

-----  
Insurance Alliance  
1776 Yorktown, Suite 200  
Houston, Texas 77056-4114

Conviction in  
-----

criminal proceedings:  
-----

During the last five years, Mr. Anderson has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Civil proceedings:  
-----

During the last five years, Mr. Anderson has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is subject to a judgment, decree or final order enjoining future violations

</TABLE>

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<S> <C>

<C>

of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship:  
-----

United States

F. Name:

Ben Brollier  
-----

Residence or  
-----

Business Address:  
-----

6003 Crab Orchard  
Houston, Texas 77057

Principal occupation  
-----

or employment:  
-----

Self-employed (personal investments)  
4200 Westheimer, Suite 210  
Houston, Texas 77027

Conviction in  
-----

criminal proceedings:  
-----

During the last five years, Mr. Brollier has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Civil proceedings:  
-----

During the last five years, Mr. Brollier has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is

subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship: United States  
-----

G. Name: Herbert Laufman  
-----

Residence or  
-----

Business Address: 3627 North Braeswood Blvd.  
----- Houston, Texas 77025

Principal occupation  
-----

or employment: Self-employed (personal investments)  
----- 3627 North Braeswood Blvd.  
Houston, Texas 77025

</TABLE>

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<TABLE>

<S> <C> <C>

Conviction in  
-----

criminal proceedings: During the last five years, Mr. Laufman has not been  
----- convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Civil proceedings:  
-----

During the last five years, Mr. Laufman has not been a party to a civil proceeding of a judicial or administrative body as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Citizenship: United States  
-----

H. Name: Laufman's, Inc.  
-----

State of Organization: Texas

-----  
Residence or  
-----

Business Address: 3627 N. Braeswood Blvd.  
----- Houston, Texas 77025

Principal Business: Investments  
-----

Conviction in During the last five years, Laufman's, Inc. has not  
----- been convicted in a criminal proceeding (excluding traffic  
criminal proceedings: violations or similar misdemeanors).  
-----

Civil proceedings: During the last five years, Laufman's, Inc. has not  
----- been a party to a civil proceeding of a judicial or  
administrative body as a result of which it was or is  
subject to a judgment, decree or final order enjoining  
future violations of, or prohibiting or mandating  
activities subject to, federal or state securities laws  
or finding any violation with respect to such laws.

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EXHIBIT "A"

-----

J.W. Lander, Jr., Vanco Trusts, James W. Collins, as trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc. each wish to satisfy their individual filing obligation under Section 13(d) of the Securities Exchange Act of 1934 (the "Act") by the filing of a single joint statement. Therefore, each hereby agrees that the Schedule 13D to which this Exhibit is attached is filed on behalf of each of J.W. Lander, Jr., Vanco Trusts, James W. Collins, as trustee of Vanco Trusts, J.W. Lander, III, Durward R. Anderson, Ben Brollier, Herbert Laufman and Laufman's, Inc. pursuant to Rule 13d-1(f) under the Act.

IN WITNESS WHEREOF, this Agreement has been signed this 9th day of May, 1995.

/s/ J.W. Lander, Jr.

-----  
J.W. Lander, Jr.

VANCO TRUSTS

By:/s/ James W. Collins

-----  
James W. Collins, Trustee

/s/ James W. Collins

-----  
James W. Collins

/s/ J.W. Lander, III

-----  
J.W. Lander, III

/s/ Durward R. Anderson

-----  
Durward R. Anderson

/s/ Ben Brollier

-----  
Ben Brollier

/s/ Herbert Laufman

-----  
Herbert Laufman

LAUFMAN'S, INC.

By:/s/ Herbert Laufman

-----  
Herbert Laufman, President

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GULF SOUTHWEST BANCORP, INC.  
VOTING TRUST AGREEMENT

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GULF SOUTHWEST BANCORP, INC.  
VOTING TRUST AGREEMENT

THIS VOTING TRUST AGREEMENT (the "Agreement") is made and entered into this 16th day of January, 1991, by and among certain of the shareholders of Gulf Southwest Bancorp, Inc., a Texas corporation (the "Corporation"), each of whom is listed on Exhibit "A" attached hereto and made a part hereof for all purposes

-----  
and has executed a Signature Page for this Agreement, and all subsequent shareholders of the Corporation who hereafter execute and become parties to this Agreement as hereinafter provided (individually, a "Subscribing Shareholder" and

collectively the "Subscribing Shareholders"), J. W. Lander, Jr., as Trustee (the "Trustee"), and the Corporation.

W I T N E S S E T H:

- - - - -

A. Each Subscribing Shareholder owns the number of shares of \$1.00 par value Common Stock of the Corporation (the "Common Stock") set forth opposite his name on Exhibit "A".

-----

B. The Subscribing Shareholders collectively own a majority of the issued and outstanding shares of Common Stock of the Corporation.

C. The purpose of this Agreement is to assure the continuation of productive corporate policies and to better promote the welfare and interests of the Corporation.

A G R E E M E N T:

- - - - -

NOW, THEREFORE, in consideration of the mutual agreements set forth below, the Trustee, the Corporation and the Subscribing Shareholders hereby agree as follows:

ARTICLE I

SHARES SUBJECT TO AGREEMENT

1.01. SHARES OF STOCK OF THE CORPORATION SUBJECT TO THIS AGREEMENT. The

-----

terms of this Agreement shall apply to all shares of Common Stock, (i) now owned by or hereafter to be issued to the Subscribing Shareholders, (ii) that may be issued in lieu of such shares for whatever reason, together with any shares received as a stock dividend, stock split or other division of or upon any of such shares, and (iii) that may be issued in exchange for such shares pursuant to any merger, consolidation or other reorganization of the Corporation. All shares described under this subsection shall collectively be called the "Shares."

ARTICLE II

CREATION OF VOTING TRUST

2.01. TRANSFER OF SHARES TO TRUSTEE. Each Subscribing Shareholder hereby

-----

assigns, transfers and delivers to the Trustee, for the purposes set forth herein, all of such Subscribing Shareholder's right, title and interest in and to all of the Shares now owned by such Subscribing Shareholder in the amount set forth on Exhibit "A" hereto. The certificates representing the Shares shall be

-----  
duly endorsed by the Subscribing Shareholder in blank, or accompanied by proper instruments of assignment duly endorsed in blank, and shall be delivered to the Trustee on the execution of this Agreement. All Shares held or received from time to time by the Trustee under this Agreement shall be held or disposed of by the Trustee pursuant to the terms and conditions of this Agreement.

2.02. ADDITIONAL STOCK. Each Subscribing Shareholder agrees that any and

-----  
all additional Shares which may be hereafter acquired by such Subscribing Shareholder shall be tendered on such acquisition to the Trustee to be held pursuant to the terms of this Agreement. Each Subscribing Shareholder will assign, transfer and convey such Shares to the Trustee to be held pursuant to this Agreement. The certificates representing the Shares will be duly endorsed by the Subscribing Shareholder in blank, or accompanied by proper instruments of assignment duly endorsed in blank.

2.03. ISSUANCE OF NEW STOCK CERTIFICATES TO TRUSTEE. On receipt of any

-----  
certificates for Shares assigned and delivered to the Trustee pursuant to this Agreement, the Trustee shall surrender the certificates to the Corporation or its transfer agent for reissuance to the Trustee in the following name:

J.W. Lander, Jr., Trustee under the Gulf Southwest Bancorp, Inc. Voting Trust Agreement dated January 16, 1991.

A notation that such transfer is made pursuant to this Agreement will be made on the transfer ledger of the Corporation, and the stock certificates issued to the Trustee will bear the following legend:

The Shares Represented By This Certificate Are Subject To The Provisions Of Gulf Southwest Bancorp, Inc. Voting Trust Agreement Dated January 16, 1991, A Copy Of Which Is Maintained In The Principal Office Of Gulf Southwest Bancorp, Inc.

2.04. NO SALE OF SHARES. The Trustee shall have no power to sell or

-----  
otherwise dispose of or encumber any of the Shares deposited pursuant to the provisions of this Agreement.

2.05. ISSUANCE OF TRUST CERTIFICATES. On delivery to the Trustee of all

-----  
the certificates for Shares initially to be deposited in the Voting Trust (and from time to time thereafter as additional Shares are deposited in the Voting Trust), the Trustee will issue to each Subscribing

Shareholder a certificate in the form attached hereto as Exhibit "B" (the "Trust  
-----  
Certificate") which shall represent the number of Trust Shares (as hereinafter defined) equal to the number of Shares transferred by such Subscribing

Shareholder to the Trustee. As used herein, "Trust Share" or "Trust Shares" means or represents a unit of participation in the Trust created pursuant to this Agreement and a corresponding beneficial ownership in the assets of the Trust. At all times there shall be as many Trust Shares outstanding as there are Shares standing in the name of the Trustee, but under no circumstances may fractional Trust Shares be issued. The Trustee shall have the discretionary authority to make such adjustments as the Trustee deems necessary or appropriate in any allotment or issuance of Trust Shares to avoid the issuance of fractional Trust Shares.

2.06. REPRESENTATIONS BY SUBSCRIBING SHAREHOLDERS. Each Subscribing

-----  
Shareholder hereby agrees and represents and warrants to the Trustee and to each of the other Subscribing Shareholders that: (i) the Shares and the Trust Shares (collectively, the "Securities") are being acquired solely for the account of the Subscribing Shareholder and not with a view to the distribution thereof; (ii) no sale, distribution, transfer or other disposition of the Securities will be made, unless and until, either (A) the Securities have been duly and effectively registered for resale under the Securities Act of 1933 (the "Act"), and under any applicable state securities laws, or (B) an exemption from such registration is available, in the opinion of counsel satisfactory to the Corporation, with respect to any such proposed sale or disposition; (iii) the Corporation and the Trustee may place and make appropriate notations in its record books against the transfer of the Securities; (iv) a restrictive legend may be placed on any certificates representing the Securities, such restrictive legend to state that the Securities have not been registered under the Act and may only be transferred in accordance with this Agreement; (v) the Corporation and the Trustee may take any other actions which they deem necessary to prevent any violations of the Act or any other securities law, by reason of the delivery of the Securities hereunder or any subsequent transaction with respect to the Securities; (vi) the Securities have not been registered under the Act or any other securities laws on the basis that the sale of such Securities to the undersigned is exempt from registration under the Act and such other securities laws; (vii) the Corporation's and the Trustee's reliance on such exemption are predicated in part upon the representations and warranties of the Subscribing Shareholder contained herein; (viii) the Corporation and the Trustee will not be required to permit or recognize any sale, transfer or other disposition of any of the Securities at any particular time, or with the passage of time; and (ix) the Corporation and the Trustee are under no obligation to register the Securities under the Act or any other securities laws.

2.07. RESTRICTIVE LEGEND. Each Trust Certificate will bear the following

-----  
legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO, AND VOTING THEREOF IS RESTRICTED BY, THE TERMS AND PROVISIONS OF THAT CERTAIN VOTING TRUST AGREEMENT, DATED JANUARY 16, 1991, EXECUTED BY CERTAIN OF THE SHAREHOLDERS OF GULF SOUTHWEST BANCORP, INC. (THE "CORPORATION"), A COPY OF WHICH IS ON FILE IN THE OFFICES OF THE CORPORATION AND WILL BE FURNISHED TO THE RECORD

HOLDER OF THIS CERTIFICATE, WITHOUT CHARGE, UPON WRITTEN REQUEST BEING MADE TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS OR REGISTERED OFFICE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY OTHER APPLICABLE SECURITIES ACT. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD OR TRANSFERRED FOR VALUE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND/OR ANY OTHER APPLICABLE SECURITIES ACT, OR AN OPINION OF COUNSEL TO THE TRUSTEE THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR ACTS.

2.08. LOST CERTIFICATES. On being presented with evidence satisfactory to  
-----

the Trustee that a Trust Certificate has been lost, stolen or destroyed, the Trustee, in its discretion, may issue a new Trust Certificate to the registered holder of the lost, stolen or destroyed Trust Certificate. The applicant for such new Trust Certificate shall furnish to the Trustee such indemnity as shall be satisfactory to the Trustee against any claim, damage or cause of action arising out of the issuance of the new Trust Certificate.

2.09. RELEASE OF SHARES HELD BY THE TRUSTEE. Prior to the termination of  
-----

the Trust, the Shares held by the Trustee may be released from the terms and provisions of this Agreement only on specific authorization and direction to the Trustee by the holders of a majority of the Trust Shares outstanding.

2.10. ADMISSION OF ADDITIONAL SUBSCRIBING SHAREHOLDERS. The parties  
-----

hereto hereby agree that holders of any shares of Common Stock of the Corporation having general voting powers may at any time become additional parties to this Agreement by the execution of an Addendum Agreement in the form substantially the same as attached hereto as Exhibit "C", which Addendum  
-----

Agreement shall bind them to, and grant them the benefits of, this Agreement as though they were original parties hereto. For this purpose, all the Subscribing Shareholders hereby appoint the Trustee as their agent and attorney-in-fact to execute such Addendum Agreement on their behalf and expressly bind all parties hereto to the Addendum Agreement without further action on the Subscribing Shareholders' part. However, the Trustee shall have the sole discretion whether to accept such shares or execute such Addendum Agreement.

### ARTICLE III

#### POWERS AND DUTIES OF TRUSTEE

3.01. COMPENSATION. The Trustee shall be entitled to receive \$1.00 for  
-----

administering the Voting Trust and this Agreement.

3.02. EXPENSES. The Trustee shall have the right to incur and pay such

-----

reasonable expenses and charges, to employ and pay such agents, attorneys and other persons, as the Trustee may deem necessary and proper for carrying the Agreement into effect. Moneys to pay any such expenses or charges incurred by the Trustee may be deducted pro rata by the Trustee from the dividends or other moneys or property received by the Trustee on the Shares deposited hereunder; or the Trustee may bill each holder of a Trust Share for his pro rata share of such expenses or charges incurred, and the holder shall pay to the Trustee at the office of the Trustee the amount so billed within ten (10) days after the date of mailing of the bill by the Trustee. Anything herein to the contrary notwithstanding, the Trustee shall not be obligated to deliver to any holder of a Trust Share hereunder who is delinquent in the payment of any such bill, any stock, Trust Certificate, dividends, moneys or other property to which said owner might otherwise be entitled until such bill shall have been paid, and until paid, such bill shall constitute a first lien on such stock, Trust Certificate, dividends, moneys or other property.

3.03. DUTIES AND POWERS OF TRUSTEE. During the term of this Agreement, in

-----

addition to all other powers and authority granted to or vested in the Trustee by law or by this instrument, the Trustee shall have the power and authority, to be exercised only in a fiduciary capacity in the best interest of the Subscribing Shareholders, to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Voting Trust and the voting of the Shares as if the Trustee were the absolute owner thereof, subject to the provisions of Article IV hereof.

3.04. AUTHORITY OF TRUSTEE. No party dealing with the Trustee in relation

-----

to the Voting Trust in any manner whatsoever, and (without limiting the foregoing) no party to whom property or any part thereof or any interest therein shall be conveyed, contracted to be sold, sold, or mortgaged or pledged by the Trustee, shall be obligated (a) to see to the application of any purchase money or money borrowed or otherwise advanced on the Shares or other property of the Voting Trust; (b) to see that the terms of this Agreement have been complied with; (c) to inquire into the authority, necessity or expediency of any act of the Trustee; or (d) to inquire into any of the terms of this Agreement. Every security agreement, stock power, or other instrument executed by the Trustee in relation to the Voting Trust shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder (a) that at the time of delivery thereof the Voting Trust created hereunder was in full force and effect; (b) that such instrument was executed in accordance with the terms and conditions of this Agreement and all amendments hereof, if any, and is binding upon the Subscribing Shareholders hereunder; (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; or (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and fully vested with all the title, estates, rights, powers, duties, and obligations of its, his or their predecessor in trust.

3.05. DIVIDENDS. The Trustee will collect and receive all cash or



-----

property dividends that are paid on the Shares deposited in the Voting Trust, and, as soon as practicable after receipt, subject to the satisfaction of any costs and expenses as provided in Section 3.02 hereof such dividends shall be paid pro rata to the Subscribing Shareholders. Any dividends of Shares made

upon the Shares shall be received and held by the Trustee pursuant to the terms of this Agreement. The Trustee shall, within thirty (30) days after the receipt of any such share dividend, issue Trust Certificates to the Subscribing Shareholders to evidence additional Shares received by the Trustee.

3.06. SUBSCRIPTION RIGHTS. In the event any securities of the

-----

Corporation, whether now or hereafter authorized, shall be offered to the holders of Shares, the Trustee, on receipt of notice of such offer, shall mail a copy of such notice to each Subscribing Shareholder. For a period ending on the date ten (10) days prior to the date set by the Corporation for subscription for the securities offered, each Subscribing Shareholder will have the option to require the Trustee to purchase and acquire a proportionate share of the securities offered by delivering to the Trustee within such period a written notice of exercise of such option and tendering to the Trustee the purchase price for such securities. On acquisition of such additional securities, the Trustee will issue and deliver to the respective Subscribing Shareholders certificates representing the number of securities purchased pursuant to such Subscribing Shareholder's exercise of the option granted in this Section.

3.07. REMOVAL AND REPLACEMENT OF TRUSTEE; SUBSTITUTE TRUSTEE. Any Trustee

-----

may be removed from office at any time by the written vote of the holders of a majority of the Trust Shares then subject to the Agreement. If any vacancy in the Trustee shall occur by death, incapability, resignation, removal or otherwise, such vacancy shall be filled by a Substitute Trustee (the "Substitute Trustee") to be appointed by the holders of a majority of the Trust Shares then subject to the Agreement. Any such Substitute Trustee shall have all the rights, powers, privileges and authority granted the Trustee by this Agreement and any amendment or supplement hereto.

3.08. NO BOND. Any person or persons appointed to act as Trustee or

-----

Substitute Trustee under this Agreement shall not be required to obtain any bond or other security by virtue of the Texas Trust Code or otherwise.

3.09. LIABILITY OF TRUSTEE. The Trustee shall not be personally liable

-----

for any error of judgment nor for any act done or omitted, nor for any mistake of fact or law, nor for anything which it may do or refrain from doing in good faith, nor generally shall the Trustee have any accountability hereunder other than for acts undertaken in bad faith. Under no circumstances shall the Trustee be personally liable or responsible for actions or omissions of the management of the Corporation.

3.10. TRUSTEE'S RELATIONSHIP WITH THE CORPORATION. Any Trustee, and any

-----  
firm or corporation of which he may be a member, agent, or employee and any corporation, trust or association of which he may be a trustee, stockholder, director, officer, agent, or employee may contract with or become pecuniarily interested, directly or indirectly, in any matter or transaction to which the Corporation may be a party or in which it may be concerned, as fully as though such Trustee were not a Trustee hereunder, provided that full disclosure of such matter or transaction is made by the Trustee to the Subscribing Shareholders. The Trustee may act as a

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director or officer, or in any other capacity, of the Corporation, and may receive compensation in any such capacity.

3.11. TRUSTEE AS SUBSCRIBING SHAREHOLDER. Any Subscribing Shareholder

-----  
hereof who is also the Trustee hereof shall be able to vote as a Subscribing Shareholder on any matter and shall not have any of his rights, titles or interests as Subscribing Shareholder impaired or limited in any manner because such Subscribing Shareholder is the Trustee.

3.12. POWER OF ATTORNEY.

-----  
(a) Each Subscribing Shareholder hereby irrevocably severally appoints and constitutes the Trustee, and the Trustee's successors and assigns hereunder, as such Subscribing Shareholder's true and lawful attorney-in-fact, with full power and authority, on his behalf and in his name, to execute, acknowledge, swear to, and deliver such instruments and documents, including without limitation the Trust Shares and assignments thereof, as may be necessary or reasonably appropriate for such Subscribing Shareholder to comply with and effectuate the terms of this Agreement.

(b) The Power of Attorney granted by each Subscribing Shareholder to the Trustee under paragraph (a) above, is a special power coupled with an interest and is irrevocable. Such power of attorney shall survive the death or legal disability of a Subscribing Shareholder and any Transfers or abandonment of his Trust Shares.

ARTICLE IV

VOTING AND ACTION BY TRUSTEE AND SUBSCRIBING SHAREHOLDERS

4.01. VOTING OF SHARES. While the Trustee holds the Shares, the Trustee

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shall be entitled to exercise, in person or by his nominees, agents, attorneys-in-fact, or proxies, all voting rights and powers and to vote, assent, or consent with respect thereto and to take part in and consent to any corporate or

shareholders' actions as set forth herein; provided, however, that the Trustee shall not vote in favor of or execute any consent with respect to: (a) increases in capital stock; (b) sales or mortgages of substantially all of the assets of the Corporation; (c) dissolution of the Corporation; (d) charter amendments; (e) consolidation or merger; or (f) partial liquidation, except with the written consent of the holders of sixty-six and two-thirds percent (66-2/3%) or more of the Trust Shares outstanding. No other person shall have any voting rights in respect to the Shares so long as this Agreement is in effect and the Shares are registered in the name of the Trustee or the Trustee's substitute. In voting the stock held by the Trustee hereunder, the Trustee shall exercise the Trustee's best business judgment.

4.02. MEETINGS OF HOLDERS OF TRUST SHARES. Any holder or holders of  
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twenty-five (25%) of the Trust Shares may call a special meeting of such holders for any purpose provided under this Agreement by providing ten (10) days' prior written notice to the other holders of

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Trust Shares of the date, place and purpose of such meeting. Each Trust Share owned by a holder shall be counted as one vote in determining any matter and for all other purposes of such meeting.

ARTICLE V

TRANSFERS AND ASSIGNMENTS OF TRUST SHARES

5.01. RESTRICTIONS AGAINST TRANSFER. During the term of this Agreement,  
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no Trust Shares shall be Transferred (as hereinafter defined) except in accordance with applicable federal and state securities laws and all other applicable laws and regulations. Each Trust Certificate representing the Trust Shares being transferred shall bear a legend as to the applicable restriction on transferability in order to ensure compliance with this Agreement and with applicable federal and state securities laws. As used in this Agreement, the term "Transfer" shall mean any sale, transfer, pledge, hypothecation, or other disposition (by gift or otherwise), voluntarily, involuntarily or by operation of law, to any person.

5.02. TRANSFERS AND ASSIGNMENTS TO SUCCESSORS.  
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(a) Each Subscribing Shareholder covenants that he will not attempt to make any sale, transfer, or other disposition of the legal or beneficial ownership of any Trust Shares, except in accordance with the terms set forth in Section 5.01(a) above. In the event any transfer or assignment of the Trust Shares is made, the successor shall be subject to the terms of this Agreement in the same manner and to the same extent as if said assignee or transferee were an original Subscribing Shareholder, and the term "Subscribing Shareholder" as used in this Agreement shall mean all

persons signing this Agreement and their successors.

(b) As a condition to any transfer or assignment of all or a part of the Trust Shares owned by him to a successor, as provided in Section 5.02(a) above, such Subscribing Shareholder shall (i) give notice to the Trustee and to all other Subscribing Shareholders of the number of Trust Shares so transferred or assigned, and the name(s) and address(es) of such successor(s); and (ii) obtain and deliver to the Trustee the written consent of such successor(s) to be bound by the terms of this Agreement in the form of Exhibit "C" hereto.

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## ARTICLE VI

### TERM OF VOTING TRUST

6.01. IRREVOCABILITY OF TRUST. The Voting Trust created by this Agreement

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is expressly declared to be irrevocable, except as otherwise provided in this Agreement.

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6.02. AMENDMENT AND TERMINATION. This Agreement may be amended or

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terminated at any time by the written agreement of holders owning at least a majority of the Trust Shares subject to this Agreement; provided, however, that in no event may the terms or provisions of this Agreement, as amended, unjustly discriminate against any particular Subscribing Shareholder; provided, further, that no amendment shall increase the obligations of any Subscribing Shareholder under this Agreement unless the amendment has been executed by such Subscribing Shareholder. Any person who transfers all of his Trust Shares pursuant to the provisions of this Agreement shall cease to be a party to the Agreement and shall have no further rights hereunder.

6.03. RETURN OF SHARE CERTIFICATES AFTER TERMINATION. Upon termination of

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this Agreement, the Trustee shall deliver to the Subscribing Shareholders stock certificates representing the number of shares of Common Stock in respect of which the Trust Certificates were issued, upon the surrender of the Trust Certificates properly endorsed.

6.04. TERMINATION BY FORECLOSURE. In the event any person acquires any

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Shares by foreclosure or similar proceeding, such Shares shall be released from the terms and provisions of this Agreement.

6.05. FINAL ACCOUNTING. Within thirty (30) days after termination of the

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Voting Trust, the Trustee shall pay all expenses of the Voting Trust or make reserves therefor, render a final accounting to the Subscribing Shareholders and

shall deliver any funds or other assets held by the Trustee to the parties entitled thereto.

6.06. AGREEMENT TO BE FILED. A counterpart of this Agreement shall be

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deposited with the Corporation at its principal office in Houston, Texas. The Agreement shall be subject to the same right of examination by any shareholder of the Corporation, in person or by agent or attorney, as are the books and records of the Corporation, and shall be subject to examination by any Subscribing Shareholder, in person or by agent or attorney, at any reasonable time for any proper purpose.

## ARTICLE VII

### MISCELLANEOUS

7.01. NOTICES. Any notice required to be given pursuant to this Agreement

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must be in writing and may be given by registered or certified mail and, if given by registered or certified mail, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail; and if given other than by registered or certified mail, it shall be deemed to have been given when actually delivered to and received by the party to whom addressed. Notices shall be given to the parties hereto at the following addresses:

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To Subscribing Shareholders:

To each Subscribing Shareholder at his address as shown on Exhibit "A"  
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attached hereto.

To Trustee:

J. W. Lander, Jr.  
4200 Westheimer, Suite 210  
Houston, Texas 77027

Any party to this Agreement may, by giving five (5) days' written notice to the other parties to this Agreement, designate another address in substitution of the foregoing address to which notices shall be given.

7.02. SPECIFIC PERFORMANCE. The parties to this Agreement declare that

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they will be irreparably damaged in the event that this Agreement is not specifically enforced and that it is impossible to measure in money the damages which will accrue to a party to this Agreement, his heirs, executors, successors, assigns, administrators and other legal representatives, by reason

of a failure to perform any of the provisions of this Agreement. Therefore, if a party to this Agreement, its successors, assigns, heirs, executors, administrators and other legal representatives shall institute any action or proceeding to enforce the provisions of this Agreement, any person against whom such action or proceeding is brought hereby agrees that specific performance may be sought and obtained for any breach of this Agreement, without the necessity of proving actual damages. In any action or proceeding based on this Agreement for specific performance or injunctive relief, the Subscribing Shareholders, the Corporation and the Trustee waive any claim or defense that the remaining Subscribing Shareholders or the Trustee has an adequate remedy at law.

7.03. ASSIGNMENT. This Agreement shall be binding upon and inure to the  
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benefit of the parties hereto, their respective executors, administrators, other legal representatives, successors and assigns. In the event any Subscribing Shareholder shall transfer any of his Trust Shares in any manner, such Subscribing Shareholder may transfer such Trust Shares only if the transferee thereof has agreed in writing to become a party to and bound by this Agreement. For the purposes hereof, any transferee, as to such Trust Shares, thenceforth shall be considered a Subscribing Shareholder and shall be entitled to any rights and subject to all obligations under this Agreement.

7.04. SEVERABILITY. In the event any one or more of the provisions  
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contained in this Agreement for any reason shall be held to violate any laws, regulations or requirements of the United States or the State of Texas or any regulatory body thereof, or any provision of the Articles of Incorporation or Bylaws of the Corporation, the parties' obligations hereunder shall be modified in accordance with such law, provision or regulation in a manner which shall implement the intent of this Agreement to the maximum extent practicable. In the event that

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such provision is voided by such law, provision or regulation, only such provision shall be voided, and the remainder of the Agreement shall remain in full force and effect.

7.05. ENTIRE AGREEMENT. The Voting Trust Agreement of Gulf Southwest  
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Bancorp, Inc., dated as of June 1, 1983, is hereby revoked and terminated. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement.

7.06. WAIVER. No term or condition of this Agreement shall be deemed to  
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have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel.

7.07. ATTORNEYS' FEES. If any action at law or in equity, including an  
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action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party or parties, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

7.08. SINGULAR, PLURAL, PRONOUNS, ETC. Whenever the context hereof shall  
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so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

7.09. HEADINGS. The headings contained in this Agreement are for purposes  
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of reference only and shall not limit or otherwise affect the meaning of any of the provisions contained herein.

7.10. MULTIPLE COUNTERPARTS. This Agreement may be executed in multiple  
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counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

7.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND  
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CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the Subscribing Shareholders, the Corporation and the Trustee have executed the Signature Pages and this Agreement on, and effective as of, the date and year first written above. The spouses of the Subscribing Shareholders execute the Signature Pages and this Agreement in acknowledgment of their agreement to be bound by the terms hereof; provided, however, that their signature in no way constitute an acknowledgment that the interests created hereby or the income therefrom are community property.

TRUSTEE:

\_\_\_\_\_  
J. W. Lander, Jr.

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GULF SOUTHWEST BANCORP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBSCRIBING SHAREHOLDERS:

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Subscribing Shareholder

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Spouse of Subscribing Shareholder